



**Order Supplement for Lenses.io
("Order Supplement")**

This Order Supplement is attached to and made a part of the Order under which You purchased access to the Lenses.io developer workspace for building & operating real-time applications on Apache Kafka (the "**Software**"). This Order Supplement is governed by the agreement referenced in Your Order ("**Agreement**") and modifies certain terms of the Agreement, but solely with respect to the Software. The Software comprises part of the "Services" as defined in the Agreement. Other capitalized terms used but not defined in this Order Supplement have the meanings given to them in the Order and the Agreement.

1. Delivery. In order to use the Software, You must activate Your copy of the Software with the valid license key(s) or activation code(s) provided to You by Us or an Authorized Reseller ("**Product Key**") and submit a uniquely identifiable user registration when prompted. Software shall be delivered by electronic means unless otherwise specified on the applicable Order and shall be deemed delivered when it is made available for download by You. You are responsible for: (i) maintaining the confidentiality of Your credentials and (ii) all acts and omissions of Users given access to the Software. We are not liable for any loss or damage arising from Your failure to comply with this Section.

2. Software Licence and Ownership.

2.1 Subject to the terms and conditions of the Agreement, the Order and this Order Supplement, during the Subscription Term, We hereby grant You a non-transferable, non-sublicensable, non-exclusive, worldwide licence to install and use the Software: (i) in accordance with the limitations set forth in the Order and the Documentation and (ii) on the Supported Technologies. As used herein, "**Supported Technologies**" means the versions of Apache Kafka with which the Software must be used. You are responsible for procuring the rights to use the Supported Technologies.

2.2 You shall ensure that the number of installations of the Software does not exceed the number specified in the Order and shall notify Us immediately if You become aware of any unauthorised use of the Software by any person. The foregoing notwithstanding, You may make backup copies of the Software for Your lawful use if You record the number and location of all copies and take steps to prevent unauthorised use.

2.3 As between You and Us, We are and remain exclusive owners of all rights (including without limitation the Proprietary Rights) in and to: (a) the Software, including but not limited to any modifications thereto or derivative works thereof; (b) all ideas, inventions, discoveries, improvements, information, creative works and any other works discovered, prepared or developed by Us in the course of or resulting from the provision of the Software or Support Services to You; and (c) any and all Proprietary Rights embodied in the foregoing.

3. Restrictions on Use.

3.1. In addition to the restrictions specified in the Agreement, and as a condition of the licenses granted herein, unless otherwise expressly authorized in the Order or Documentation, You shall not (and shall not allow any third party to): (a) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Software; (b) utilize any equipment, device, software, or other means designed to circumvent or remove any form of product access keys or copy protection used by Us in connection with the Software; (c) decompile, disassemble, or otherwise reverse engineer any part of the Software, or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Software by any means whatsoever; (d) sell, assign, sublicense, rent, lease, loan, provide, distribute, share, timeshare, grant a security interest in, use for service bureau purposes, or otherwise transfer all or any portion of the Software; (e) use the Software to develop a product that is functionally similar to the Software; (f) remove or alter any trademark, logo, copyright or other proprietary notices associated with the Software; or (g) use or disclose the Software in any manner not expressly authorised by this Agreement.

3.2. You shall defend, indemnify and hold Us harmless from and against any and all claims and/or Losses arising out of or in connection with Your breach of this Section.

- 4. Support Services.** To the extent expressly set forth in the Order, We shall provide Support Services for the Software pursuant to the Lenses.io Support Services Description and Service Level Agreement found at <https://www.celonis.com/terms-and-conditions/>. All Support Services renewals will be subject to the then-current Support Services Description and Service Level Agreement. Other than as set forth herein, any Service Level Agreement or service credits specified in the Agreement shall not apply to the Software. For the avoidance of doubt, We shall not be obliged to make modifications or provide Support Services in relation to Your hardware, operating system(s), third party application software, or any data feeds or external data.
- 5. Warranty.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT (INCLUDING ANY ANNEXES OR SUPPLEMENTS THERETO), THE SOFTWARE IS PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE) AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED BY US, OUR AFFILIATES, SUB-CONTRACTORS AND SUPPLIERS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- 6. GENERAL.** The provisions of Sections 4.1 (Rights of Access) and 10 (Warranties) of the Agreement shall not apply to this Order Supplement. Except as specified herein, all terms and conditions set forth in the Agreement shall continue to apply in full force and effect.